

**PLASTRONICS SOCKET PARTNERS,
LTD., PLASTRONICS H-PIN, LTD.,**

y.

**DONG WEON HWANG, HICON CO.,
LTD., HICON COMPANY,**

Defendants.

CIVIL ACTION NO. 2:18-CV-00014-JRG

In answering the following questions and completing this Verdict Form, you are to follow all the instructions I have given you in the Court’s Final Instructions to the Jury (which has sometimes been called the Court’s Charge to the Jury). Your answer to each question must be **unanimous**. Some of the questions contain legal terms that are defined and explained in detail in the Court’s Charge to the Jury. You should refer to and consider the Court’s Charge to the Jury as you answer the questions in this Verdict Form.

In this Verdict Form, the following terms have the following meanings:

“Plastronics Socket” refers to Plastronics Socket Partners, Ltd. after the divisive merger that separated the original Plastronics business into Plastronics Socket Partners, Ltd. and Plastronics H-Pin, Ltd.

“Plastronics H-Pin” refers to Plastronics H-Pin, Ltd.

“Plastronics” refers to Plastronics Socket Partners, Ltd. as the original company, as it existed at the time the Royalty Agreement and the Assignment Agreement were executed, and before the divisive merger that divided the business into Plastronics Socket Partners, Ltd. and Plastronics H-Pin.

“Mr. Hwang” refers to Dong Weon Hwang, also known as Dan Hwang or D.W. Hwang.

“HiCon Ltd.” refers to HiCon Company Ltd.

“DBA” refers to D.W. Wang doing business as HiCon Co., his sole proprietorship.

“The '602 Patent” refers to United States Patent No. 7,025,602.

QUESTION NO. 1

Did Plastronics H-Pin prove by a preponderance of the evidence that HiCon Ltd. directly infringed or induced infringement of claim 1 of the '602 patent?

Please answer "Yes" or "No".

No

If you answered “YES” to Question No. 1, then you should proceed to answer Question No. 2. If you answered “NO” to Question No. 1, then do not answer Question No. 2.

QUESTION NO. 2

Did Plastronics H-Pin prove by a preponderance of the evidence that the infringing conduct of HiCon Ltd. was willful?

Please answer “Yes” or “No”.

If you answered "YES" to Question No. 1, then you should proceed to answer Question No. 3. If you answered "NO" to Question No. 1, then do not answer Question No. 3.

QUESTION NO. 3

What sum of money, paid today in cash, would reasonably compensate Plastronics H-Pin for HiCon Ltd.'s infringement up to the time of trial?

Amount:

\$ _____

QUESTION NO. 4

Did Mr. Hwang prove by a preponderance of the evidence that Plastronics H-Pin breached the Assignment Agreement?

Please answer "Yes" or "No".

NO

If you answered "YES" to Question No. 4, then you should proceed to answer Question No. 5. If you answered "NO" to Question No. 4, then do not answer Question No. 5.

QUESTION NO. 5

What sum of money, paid today in cash, would fairly and reasonably compensate Mr. Hwang for his damages, if any, that resulted from Plastronics H-Pin's breach of the Assignment Agreement?

Amount:

\$ _____

QUESTION NO. 6

Did Mr. Hwang prove by a preponderance of the evidence that Plastronics H-Pin breached the Royalty Agreement?

Please answer "Yes" or "No".

Yes

If you answered "YES" to Question No. 6, then you should proceed to answer Question No. 7. If you answered "NO" to Question No. 6, then do not answer Question No. 7.

QUESTION NO. 7

What sum of money, paid today in cash, would fairly and reasonably compensate Mr. Hwang for his damages, if any, that resulted from Plastronics H-Pin's breach of the Royalty Agreement?

Amount:

\$ 1,361,860.00

QUESTION NO. 8

Did Plastronics H-Pin prove by a preponderance of the evidence that Mr. Hwang breached the Royalty Agreement?

Please answer "Yes" or "No".

Yes

QUESTION NO. 9

Did Mr. Hwang prove by a preponderance of the evidence that Plastronics fraudulently induced Mr. Hwang into entering into the Royalty Agreement?

Please answer "Yes" or "No".

No

If you answered "YES" to Question No. 8, then you should proceed to answer Question No. 10. If you answered "NO" to Question No. 8, then do not answer Question No. 10.

QUESTION NO. 10

What sum of money, paid today in cash, would fairly and reasonably compensate Plastronics H-Pin for its damages, if any, that resulted from Mr. Hwang's breach of the Royalty Agreement?

Amount:

\$ 622,606.00

QUESTION NO. 11

Did Plastronics H-Pin prove by a preponderance of the evidence that Mr. Hwang breached the Assignment Agreement?

Please answer "Yes" or "No".

No

If you answered “YES” to Question No. 4 *and* you answered “YES” to Question No. 11, then you should proceed to answer Question No. 12.

If you answered “NO” to Question No. 4 *or* you answered “NO” to Question No. 11, then do not answer Question No. 12.

QUESTION NO. 12

Did Mr. Hwang prove by a preponderance of the evidence that his breach of the Assignment Agreement was excused by Plastronics or Plastronics H-Pin’s prior material breach of the Assignment Agreement?

Please answer “Yes” or “No”.

QUESTION NO. 13

Did Mr. Hwang prove by a preponderance of the evidence that Plastronics fraudulently induced Mr. Hwang into entering into the Assignment Agreement?

Please answer "Yes" or "No".

No

If you answered “YES” to Question No. 11, then you should proceed to answer Question No. 14.

If you answered “NO” to Question No. 11, then do not answer Question No. 14.

QUESTION NO. 14

What sum of money, paid today in cash, would fairly and reasonably compensate Plastronics H-Pin for its damages, if any, that resulted from Mr. Hwang’s breach of the Assignment Agreement?

Amount:

\$ _____

QUESTION NO. 15

Did Plastronics Socket prove by a preponderance of the evidence that HiCon Ltd. tortiously interfered with one or more of Plastronics Socket's prospective business relationships?

Please answer "Yes" or "No".

No

If you answered “YES” to Question No. 15, then you should proceed to answer Question No. 16.

If you answered “NO” to Question No. 15, then do not answer Question No. 16.

QUESTION NO. 16

Did Plastronics Socket prove by a preponderance of the evidence that Mr. Hwang conspired with HiCon Ltd. or others to tortiously interfere with one or more of Plastronics Socket’s prospective business relationships?

Please answer “Yes” or “No”.

If you answered "YES" to Question No. 15, then you should proceed to answer Question No. 17.

If you answered "NO" to Question No. 15, then do not answer Question No. 17.

QUESTION NO. 17

What sum of money, paid today in cash, would reasonably compensate Plastronics Socket for its damages, if any, proximately caused by the tortious interference?

Amount:

\$ _____

If you answered “YES” to Question No. 15, then you should proceed to answer Question No. 18.

If you answered “NO” to Question No. 15, then do not answer Question No. 18.

QUESTION NO. 18

Did Plastronics Socket prove by clear and convincing evidence that the harm to Plastronics Socket from HiCon Ltd's tortious interference resulted from actual malice?

Please answer “Yes” or “No”.

If you answered "YES" to Question No. 18, then you should proceed to answer Question No. 19.

If you answered "NO" to Question No. 18 *or* you did not answer Question No. 18, then do not answer Question No. 19.

QUESTION NO. 19

What sum of money, paid today in cash, should be assessed against HiCon Ltd. as exemplary damages, if any, for the conduct found in response to Question #18?

Amount:

\$ _____

If you answered “YES” to Question No. 16, then you should proceed to answer Question No. 20.

If you answered “NO” to Question No. 16, then do not answer Question No. 20.

QUESTION NO. 20

Did Plastronics Socket prove by clear and convincing evidence that the harm to Plastronics Socket from Mr. Hwang’s conspiracy to tortiously interfere resulted from actual malice?

Please answer “Yes” or “No”.

If you answered "YES" to Question No. 20, then you should proceed to answer Question No. 21.

If you answered "NO" to Question No. 20 *or* you did not answer Question No. 20, then do not answer Question No. 21.

QUESTION NO. 21

What sum of money, paid today in cash, should be assessed against Mr. Hwang as exemplary damages, if any, for the conduct found in response to Question #20?

Amount:

\$ _____

FINAL PAGE OF JURY VERDICT FORM

You have now reached the end of the verdict form and should review it to ensure it accurately reflects your **unanimous** determinations. The jury foreperson should then sign and date the Verdict Form in the spaces below. Once this is done, notify the Court Security Officer that you have reached a verdict. The jury foreperson should keep the Verdict Form and bring it when the jury is brought back into the courtroom.

Signed this 12th day of July 2019.

Jury Foreperson